



Order Filed on October 30, 2024  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**THE KELLY FIRM, P.C.**

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In re:

BRIAN W. MEAD,

Debtor.

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

Case No.: 21-17470-MEH

Hearing Date: October 28, 2024 at 1:00 p.m.

**ORDER APPROVING SALE OF 116 HALE AVENUE, WHITE PLAINS, NEW YORK 10605, "AS IS," "WHERE IS," WITH NO WARRANTIES EXPRESS OR IMPLIED AND FREE AND CLEAR OF ALL LIENS CLAIMS AND ENCUMBRANCES, WITH LIENS, CLAIMS AND ENCUMBRANCES TO ATTACH TO PROCEEDS, AUTHORIZING THE TRUSTEE TO EXECUTE ALL CLOSING DOCUMENTS, MAKE DISTRIBUTIONS AND PROVIDING FOR A REPLACEMENT CONTRACT.**

The relief set forth on the following page, numbered two (2) through three (3) is hereby **ORDERED.**

DATED: October 30, 2024

A handwritten signature in black ink, appearing to read "Mark E. Hall", is written over a horizontal line.

Honorable Mark E. Hall  
United States Bankruptcy Judge

Page 2 of 4

Debtor: Brian W. Mead

Case No.: 21-17470

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THIS MATTER having been opened to the Court by The Kelly Firm, P.C., attorneys for the Chapter 7 Trustee, Bunce D. Atkinson (the "Trustee") for the Debtor Estate of Brian W. Mead; and the Court having read and considered the Trustee's Motion and supporting pleadings seeking the entry of the within Order and any timely opposition filed; and the Court having considered the arguments of counsel at the hearing; and it appearing that proper notice and service has been provided and made as demonstrated by the Certification of Service filed with this Court; and for all the terms set forth on the record; and for good cause being shown; it is hereby

ORDERED AS FOLLOWS:

1. The public auction by the Trustee by and through the Court approved auctioneer of the real property located at 116 Hale Avenue, White Plains, New York 10605, a/k/a Block 2, Lot 10 on the Tax Map of the Borough of White Plains (the "Property") in which Elisjon Vacaj, hereinafter "Vacaj", was the successful bidder and the Contract of Sale executed by the Trustee and Vacaj for the sum of \$495,000.00 is approved.
2. The Trustee be and hereby is authorized to execute any and all documents necessary to effectuate the sale of the Property to Vacaj and/or his assigns, including but not limited to a Trustee Deed, Affidavit of Title, and Closing Statement, and to make payment to any Mortgagee for the balance due, and to pay to the City of White Plains any outstanding real estate taxes. The Trustee is also authorized to pay the Auctioneer without further order of

Page 3 of 4

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- the Court, the Auctioneer's 8% commission (\$39,000) based upon the sale price and up to \$2,500 of expenses in accordance with D.N.J. LBR 2016-1.
3. The sale of the Property by the Trustee is "AS IS," "WHERE IS," with no warranties express or implied, including but not limited to warranties of Fitness for a Particular Purpose or for Habitability. The sale is free and clear of all liens, including all judgments of foreclosure, mortgages, real estate tax liens, tax liens, judgments, and encumbrances, with valid liens, claims and encumbrances, to attach to the proceeds of sale.
  4. Vacaj is a disinterested person as defined by 11 U.S.C, 363m. and is entitled to all of the protections afforded under the Bankruptcy Code and case law as a disinterested buyer.
  5. In the event Vacaj defaults and does not close title when scheduled, the Trustee is authorized to sell the real property to Juana P. Valentin the backup bidder for \$490,000 Except for the purchase price, the contract of sale to any Replacement Buyer shall contain the same terms and conditions as contained in the contract of sale with Vacaj. Upon obtaining such a contract of sale, the Trustee is authorized to submit it to the Court for an order of approval of the sale and contract on five (5) days' notice to parties in interest.
  6. Trustee shall advise counsel for the Secured Creditor, U.S. Bank Trust National Association not in its individual capacity but solely as owner Trustee for RCAF Acquisition Trust (the "Secured Creditor"), of the anticipated closing date. On or before the fifth business day prior to the closing date, the Secured Creditor shall provide the Trustee with a payoff letter indicating the amount due and owing on account of its

Page 4 of 4

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mortgage lien effective for thirty (30) days and provide the address to which the payments should be sent and/or transfer instructions. At closing, the Trustee or the closing agent shall pay the Secured Creditor the amount due and owing on account of its mortgage lien. Upon payment to the Secured Creditor, the mortgage lien shall be deemed satisfied and discharged, and the Secured Creditor shall discharge the mortgage within five (5) business days of receipt of the payoff amount.